#### **AGREEMENT FOR LEGAL SERVICES**

This Agreement is between Smith Parker, P.L.L.P. and Al Hixon ("Client"). Smith Parker agrees to provide all legal services requested by Client regarding claims made by Client related to police incident of April 2, 2005. Client agrees to pay Smith Parker forty percent (40%) of any gross recovery obtained, whether obtained through a settlement or trial or other proceeding. "Gross recovery" is equal to the total of any monetary settlement or award, including any expense award or the monetary equivalent of any settlement or award if the settlement or award includes a benefit to Client which is structured through payments over time or is not monetary. In addition, any attorney's fees that may be awarded pursuant to applicable statutes shall be the property of Smith Parker and said amounts shall be in addition to the 40% referred to above.

Other legal staff will be billed at standard hourly rates as set forth by Smith Parker with notice to Client.

\$350 per hour
\$275 per hour
\$275 per hour
\$210 per hour
\$185 per hour
\$185 per hour
\$160 per hour
\$125 per hour
\$105 per hour
\$105 per hour
\$90 per hour
\$80 per hour
\$80 per hour

Client agrees to pay all expenses consistent with the expense schedule outlined below. Any expense not identified will be charged at actual cost.

Photocopying	\$.25 per page
Facsimile transmission	No Charge
Long distance telephone charges	Actual cost
Computer assisted legal research	Actual cost
Courier charges	Actual cost
Travel	Actual cost
Filing fees	Actual cost
Postage	Actual cost
Third party vendor charges	Actual cost

Client agrees to pay expenses within two weeks of receipt of an invoice from Smith Parker for such reimbursement. Expenses must be paid in accordance with the invoice regardless of the outcome of the case and on an ongoing basis as presented.

All fees, service charges and disbursements will be billed by Smith Parker as determined by the firm. Any questions or disputes concerning invoices should be brought to the attention of Smith Parker within two weeks after receipt of the invoice. Formal dispute resolution procedures are available through the local bar association and will apply to this Agreement.

A late payment charge of 8% per year (or the maximum allowable rate, if lower) may be added to any unpaid invoice over 30 days past due.

As the Client, Al Hickson may terminate Smith Parker as its legal counsel at any time by written notice to Smith Parker. Smith Parker may also withdraw as legal counsel or suspend or limit its services for nonpayment or otherwise in compliance with applicable rules of professional responsibility.

To confirm acceptance of the terms of this Agreement, the parties will sign this document where indicated below, thereby establishing a legally binding Agreement.

Accepted and Agreed:

Dated: <u>June</u> 21, 2005.

SMITH PARKER, P.L.L.P.

Accepted and Agreed:

Dated: 24 June

Al Hixon

#### **AGREEMENT FOR LEGAL SERVICES**

This Agreement is between Parker Rosen, L.L.C. and Aljuan C. Hixon ("Client"). This Agreement shall supersede the existing Agreement for Legal Services between Client and Smith Parker, P.L.L.P., signed by Client on June 24, 2005.

Parker Rosen agrees to provide all legal services requested by Client regarding claims related to an incident involving officers of the Golden Valley Police Department on April 2, 2005. Client agrees to pay Parker Rosen fifty percent (50%) of any gross recovery obtained through settlement, trial or otherwise following service of a Complaint. "Gross recovery" includes the total of any monetary settlement or judicial award, including any attorney fees and/or costs awarded through a judicial, arbitral, or other legal proceeding.

This Agreement covers legal services related to the matter(s) described above through trial or arbitration proceeding. If any appeals arise from the matter(s), a new fee agreement will need to be prepared.

Client also agrees to pay all expenses consistent with the expense schedule outlined below. Any expense not identified will be charged at actual cost.

Photocopying	\$.25 per page
Facsimile transmission	No Charge
Long distance telephone charges	Actual cost
Computer assisted legal research	Actual cost
Courier charges	Actual cost
Travel	Actual cost
Filing fees	Actual cost
Postage	Actual cost
Third party vendor charges	Actual cost
Expert consultation and witness fees	Actual cost

Parker Rosen agrees to provide monthly legal service invoices describing the services provided and expenses, fees, service charges and disbursements incurred. Time will be recorded in 1/10<sup>th</sup> hour increments and hourly rates are subject to periodic adjustments by Parker Rosen with notice to Client.

All expenses, fees, service charges and disbursements will be billed by Parker Rosen on a monthly basis and will be due by Client within 30 days after receipt. To the extent any expenses, fees, service charges and disbursements remain unpaid by Client upon receipt of any monetary settlement or judicial award, Parker Rosen will be paid by Client for all expenses, fees, service charges and disbursements by deducting any fees, service charges and disbursements due and owing from Plaintiff's share of any recovery received after the contingency percentage is calculated.

Any questions or disputes concerning invoices should be brought to the attention of Parker Rosen within two weeks after receipt of the invoice. Formal dispute resolution procedures are available through the local bar association and will apply to this Agreement.

A late payment charge of 8% per year (or the maximum allowable rate, if lower) may be added to any unpaid invoice over 30 days past due.

As the Client, Aljuan C. Hixon may terminate Parker Rosen as his legal counsel at any time by written notice to Parker Rosen. Parker Rosen may also withdraw as legal counsel or suspend or limit its services for nonpayment or otherwise in compliance with applicable rules of professional responsibility.

To confirm acceptance of the terms of this Agreement, the parties will sign this document where indicated below, thereby establishing a legally binding Agreement.

Accepted and Agreed:

Dated: 0 + 5, 2007.

PARKER ROSEN, L.L.C.

Accepted and Agreed:

Dated: 50c+

Aljuan (

### INVOICE SUMMARY

### SMITH PARKER, PLLP

Producer	Rate	Total Hours	<b>Total Fees</b>
Andrew D. Parker	\$400.00	13.90	\$ 5560.00
Anthony G. Edwards	\$300.00	64.30	\$19,290.00
Barbara M. Livick	\$125.00	2.90	\$ 362.50
Brenda J. Hanson	\$95.00	.50	\$ 47.50
TOTAL:			\$25,260.00

### PARKER ROSEN, LLC

TOTAL FEES AND COSTS:

Producer	Rate	Total Hours	Total Fees
Andrew D. Parker	\$400.00	399.50	\$159,800.00
Daniel N. Rosen	\$350.00	10.10	\$ 3,535.00
Anthony G. Edwards	\$300.00	581.40	\$174,420.00
Nancy V. Mate	\$220.00	231.10	\$ 50,842.00
Douglas G. Wardlow	\$200.00	7.40	\$ 1,480.00
Barbara M. Livick	\$125.00	408.20	\$ 51,025.00
Brenda J. Hanson	\$95.00	26.10	\$ 2,479.50
Karen V. Wendt	\$95.00	7.10	\$674.50
TOTAL:		•	\$444,256.00
TOTAL FEES:			\$469,516.00
TOTAL COSTS:			<u>\$15,096.52</u>

\$484,585.52

#### **SMITH PARKER PLLP**

#### 123 North Third Street, Suite 808 Minneapolis, MN 55401 EIN 41-1827469

# **Invoice**

**Date** Invoice # 9/30/2007 1726

Mr. Al Hixon 2225 Xerxes Avenue North Golden Valley, MN 55422 MATTER

1410-001

Attorney	Date	Description/Comments	Hours
Anthony G. Edwards - 2005	6/7/2005	Review documentation; develop strategy.	1.00
Andrew D. Parker - 2005	6/7/2005	Discussion with client regarding background and review of	1.80
· ·	•	documents related to same.	
Andrew D. Parker - 2005	6/8/2005	Prepare for and meet with client; discuss background facts;	2.80
		discuss alternative courses of action.	*.
Anthony G. Edwards - 2005	6/8/2005	Initial client meeting.	2.70
Anthony G. Edwards - 2005	6/21/2005	Meet with client.	1.40
Andrew D. Parker - 2005	6/21/2005	Meet with clients regarding background and coordinate	1.00
		investigation.	
Anthony G. Edwards - 2005	6/23/2005	Telephone call to client.	0.20
Anthony G. Edwards - 2005	6/24/2005	Telephone call to client; meet with client.	3.40
Anthony G. Edwards - 2005	6/27/2005	Prepare memo to file regarding client interview; prepare	4.10
		correspondence requesting employment and medical data.	
Andrew D. Parker - 2005	6/28/2005	Prepare correspondence to City notifying them of	2.10
·		representation and requesting information.	
Anthony G. Edwards - 2005	6/28/2005	Telephone calls to client's former employers; conduct research	1.10
		for letter to Golden Valley; revise letter to Golden Valley.	-,
Barbara M. Livick - 2005	6/28/2005	Conference with Attorney Edwards regarding investigation.	0.20
Brenda J. Hanson - 2005	6/28/2005	Coordinate file.	0.20
Anthony G. Edwards - 2005	6/29/2005	Discussion with client's former employer, IMS; telephone call	2.00
		to Ron Feist; interview Ron Feist, Dave Greenwood, Rebecca	_,,,
		Madden in Golden Valley; examine site of incident;	
		discussion with client; email to client.	
Anthony G. Edwards - 2005	7/1/2005	Telephone call to client; prepare memo to file regarding	1.60
		witness interviews.	
Barbara M. Livick - 2005	7/1/2005	Work on investigation.	0.40
Anthony G. Edwards - 2005	7/13/2005	Discussion with client.	0.30
Anthony G. Edwards - 2005	7/14/2005	Review medical records.	0.30
Andrew D. Parker - 2005	7/15/2005	Review correspondence from opposing counsel; review	1.00
		interview notes related to same.	
Anthony G. Edwards - 2005	7/20/2005	Review work records; request additional records.	1.00
Anthony G. Edwards - 2005	7/27/2005	Discussion with Health Partners; telephone call to client.	0.30
Anthony G. Edwards - 2005	8/9/2005	Research Minnesota Government Data Practices Act; prepare	1.20
·		correspondence to Allen Bernard.	
Anthony G. Edwards - 2005	8/10/2005	Review file; develop strategy.	0.80
Anthony G. Edwards - 2005	8/11/2005	Research cause of action; review evidence from Golden	6.20
, ·		Valley.	

#### **SMITH PARKER PLLP**

123 North Third Street, Suite 808 Minneapolis, MN 55401 EIN 41-1827469

### Invoice

**Date** Invoice # 9/30/2007 1726

Mr. Al Hixon 2225 Xerxes Avenue North Golden Valley, MN 55422 MATTER

1410-001

Anthony G. Edwards - 2005  Barbara M. Livick - 2005  Andrew D. Parker - 2005  Anthony G. Edwards - 2005	8/12/2005 8/12/2005 8/15/2005	Review witness statements; review evidence; develop strategy; research causes of action; prepare Complaint. Review, summarize and organize documents produced by City of St. Louis Park, particularly police officer personnel	6.50
Andrew D. Parker - 2005		strategy; research causes of action; prepare Complaint. Review, summarize and organize documents produced by City	2.20
Andrew D. Parker - 2005		Review, summarize and organize documents produced by City	2.30
	9/15/2005	of St. Louis Park, particularly police officer personnel	2.30
	0/15/2005	records.	
Anthony G. Edwards - 2005	0/13/2003	Review request for information and revise correspondence	4.00
Anthony G. Edwards - 2005		related to same.	
minony of Barranas 2005	8/15/2005	Review medical records; prepare correspondence to Allen	1.90
		Bernard; revise correspondence.	
Anthony G. Edwards - 2005	8/16/2005	Prepare Complaint; prepare correspondence to Allen Bernard;	4.40
		revise correspondence.	
Anthony G. Edwards - 2005	8/17/2005	Develop strategy; discussion with client; prepare Complaint.	2.90
Anthony G. Edwards - 2005	8/19/2005	Email correspondence with client; develop strategy; review	6.80
		file; interview Amy Al Hamidi; interview Connie Clayman;	
		prepare Memo for Record; prepare Complaint; research	
		causes of action for denial of medical care.	
Anthony G. Edwards - 2005	8/22/2005	Discussion with client.	0.30
Brenda J. Hanson - 2005	8/23/2005	Work on correspondence regarding Al Hixon.	0.30
Andrew D. Parker - 2005	8/23/2005	Prepare correspondence to opposing counsel regarding	0.40
		transcripts.	·.
Anthony G. Edwards - 2005	8/23/2005	Discussion with client.	0.30
Anthony G. Edwards - 2005	8/24/2005	Discussion with Department of Human Rights; review	1.00
	0/27/2007	Department of Human Rights forms and client's answers.	
Anthony G. Edwards - 2005	8/25/2005	Discussion with Department of Human Rights; discussion	2.00
d C.F.I. 1 2005	0/00/0005	with client; prepare Department of Human Rights charge.	
Anthony G. Edwards - 2005	8/29/2005	Complete Department of Human Rights forms.	2.50
Anthony G. Edwards - 2005	8/30/2005	Review NMMC records.	0.50
Anthony G. Edwards - 2005	9/1/2005	Discussion with client on two occasions; finalize Department	1.40
		of Human Rights charge paperwork; prepare correspondence	
andrew D. Parker - 2005	0/6/2005	to Department of Human Rights.	
	9/6/2005	Review transcript and tape.	0.80
Anthony G. Edwards - 2005 Anthony G. Edwards - 2005	9/6/2005	Review 911 transcript; listen to dispatch tape.	0.40
minony O. Edwards - 2005	9/13/2005	Review Department of Human Rights charges; discussion with client.	0.60
anthony G. Edwards - 2005	9/20/2005	Check on status of information request; develop strategy.	0.30
anthony G. Edwards - 2005	9/23/2005	Organize file; review officer training materials.	0.50
anthony G. Edwards - 2005	9/30/2005	Prepare correspondence to Allen Bernard; develop strategy.	1.10

#### **SMITH PARKER PLLP**

123 North Third Street, Suite 808 Minneapolis, MN 55401 EIN 41-1827469

## **Invoice**

Date	Invoice #
9/30/2007	1726

Mr. Al Hixon 2225 Xerxes Avenue North Golden Valley, MN 55422 MATTER

1410-001

Date	Description/Comments	Hours
10/5/2005	Discussion with client.	0.50
10/10/2005	Review correspondence from client; prepare correspondence	0.50
	Discussion with Sheri Hixon; prepare chronology of events.	1.70
10/2//2003	Develop strategy.	0.50
		:
	·	
		10/10/2005   Review correspondence from client; prepare correspondence to client.   10/17/2005   Discussion with Sheri Hixon; prepare chronology of events.